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calls. *Held*, that the plaintiff may recover. *British Union & National Ins. Co.* v. *Ranson*, 60 Sol. J. 679.

At law, recovery on a contract of indemnity, before payment on the liability, is dependent on the construction of the contract. If broad enough to be an indemnity for liability, and not merely an indemnity for payment upon liability, recovery will naturally follow. *Gage* v. *Lewis*, 68 Ill. 604; *Churchill* v. *Hunt*, 3 Denio (N. Y.) 321; *In re Negus*, 7 Wendell (N. Y.) 499; *Showers* v. *Wadsworth*, 81 Cal. 270, 22 Pac. 663. See *Smith* v. *Ry. Co.*, 18 Wis. 17, 24. But equity, proceeding on equitable principles, will disregard the language of the contract even if it expressly limits the indemnity to payment on the liability. *Lacey* v. *Hill*, L. R. 18 Eq. 182; *In re Law Guarantee, etc. Society*, [1914] 2 Ch. 617; *Central Trust Co. of N. Y.* v. *Louisville Trust Co.*, 87 Fed. 23. See *Johnston* v. *McKiver*, 19 Q. B. D. 458, 460. As to the point raised in the case upon the assignability of a contract of indemnity, there should be no difficulty. There is of course nothing personal in the right to receive money. The few cases in point so hold without argument. *In re Perkins*, [1898] 2 Ch. 182; *Jenckes* v. *Rice*, 119 Iowa 451, 93 N. W. 384; *Marshall* v. *Cobleigh*, 18 N. H. 485. The fact that the assignee is the party against whose claim the indemnity was given cannot decrease his rights. Indeed that fact might have been taken to give him a right independent of assignment to proceed against the claim to the indemnity, which is an asset of his debtor, ahead of other creditors. *Cf. In re Richardson*, [1911] 2 K. B. 705.

CONTRACTS — RESTRICTION ON ASSIGNMENT — EFFECT OF WAIVER. — A contract between the city and a contractor provided that neither the contract nor the right to moneys due thereunder should be assignable. The contractor assigned the claims for money to the bank for security. The city assented thereto and paid the money into court. A subcontractor claims that the assignment is invalid and, hence, that he can attach the claim as an asset of the assignor. *Held*, that the assignment operated to give the bank a complete right to the money due. *Portuguese-American Bank of San Francisco* v. *Welles*, U. S. Sup. Ct., Oct. Term, 1916, No. 45.

The court lays down the principle that restraining the alienation of a debt is no more to be tolerated than restraining the alienation of a chattel, and for this reason the assignment in this case operated to perfect the right of the bank to the moneys in question. It is well established that provisions against assignment are for the benefit of the contracting parties and if they waive their rights and do assign and themselves permit assignments, third parties cannot interfere. *Wilson* v. *Reuter*, 29 Ia. 176; *Burnett* v. *Jersey City*, 31 N. J. Eq. 341. *Cf. Staples* v. *Somerville*, 176 Mass. 237, 241, 57 N. E. 380, 381. On the other hand, if such provision is not waived, the assignee has no claims enforcible against the obligor. *Griggs* v. *Landis*, 19 N. J. Eq. 350; *Andrew* v. *Meyerdirck*, 87 Md. 511, 40 Atl. 173; *Lockerby* v. *Amon*, 64 Wash. 24, 116 Pac. 463. But see *Spare* v. *Home Mutual Ins. Co.*, 17 Fed. 568. If the analogy sought to be drawn by the court between a chattel and a debt were carried to its logical conclusion it would follow that the provision against assignment has no effect and that a waiver thereof is immaterial. It is submitted that such an analogy cannot be drawn, since the legal conception of a *chose* in action is utterly different from that of a chattel. *Board of Trustees* v. *Whalen*, 17 Mont. 1, 41 Pac. 849; *Griggs* v. *Landis*, *supra*, 353. For an exhaustive inquiry into the nature of a *chose* in action as regards assignability, see W. W. Cook, in 29 HARV. L. REV. 816, and Samuel Williston, in 30 HARV. L. REV. 97.

CRIMINAL LAW — FORMER JEOPARDY — IDENTITY OF OFFENSES — INFERIOR COURT'S LACK OF JURISDICTION OF GREATER OFFENSE. — The defendant, convicted in a mayor's court on a charge of assault and battery, was sentenced to